

# **STATE PRIMARY CARE OFFICE**

## **Florida Department of Health**

### ***Expanding Access to Primary Care (FQHCs)***

#### ***Project Application***

***Fiscal Year 2015-2016***

**Application Deadline: May 15, 2015**

**This Grant Opportunity is not subject to 120.57(3), F.S.**

#### **Notice and Disclaimer**

Awards will be determined by a review team consisting of representatives of the Florida Department of Health (DOH) and the Florida Association of Community Health Centers, Inc., determined by application scores and availability of funds. The receipt of applications in response to this project funding announcement does not imply or guarantee that any one or all qualified applicants will receive an award.

### TIMELINE

SCHEDULE	DUE DATE	LOCATION
Project Application Release	April 3, 2015 Friday	Department of Health, State Primary Care Office web site: <a href="#">Florida Primary Care Office Health Professional Shortage Designations HPSA</a>
Applications Due (No faxed or emailed applications)	<b>Must be received by COB 5 P. M. May 15, 2015</b> (Friday)	Submit to: Florida Department of Health State Primary Care Office Debbie Reich, Program Administrator <b>U.S. Mail:</b> 4052 Bald Cypress Way, Bin A05 Tallahassee, FL 32399-1735 <b>Overnight Shipping or Hand Delivery:</b> Debbie Reich, Program Administrator 4052 Bald Cypress Way Room 105P Tallahassee, FL 32311
Anticipated Evaluation of Applications Begins	May 20, 2015 (Wednesday)	Individual team members begin review.
Anticipated meeting of Evaluation Team	June 11, 2015 10:00 AM, ET (Thursday)	Meeting in Tallahassee to finalize funding recommendations. To Be Determined
Anticipated Announcement of Award	June 19, 2015 (Friday)	Posted at: <a href="#">Florida Primary Care Office Health Professional Shortage Designations HPSA</a>
Anticipated Effective date of Award	July 1, 2015 (Wednesday)	

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## **Introduction**

The Federally Qualified Health Center Access Program focuses on increasing access to primary care services (including dental and mental health) in rural and underserved areas of Florida by supporting expansion of services provided by federally qualified health centers.

## **Program Authority and Applicant Eligibility**

This program is authorized under Section 409.91255, Florida Statutes. The applicant must be a health center funded by the federal government and in compliance with federal standards for Federally Qualified Health Centers (FQHCs) funded under Section 330 of the Public Health Service Act (41 U.S. C. 2546 et seq). Applicants must be in good standing with HRSA as evidenced by a Notice of Grant Award of Section 330 health centers which does not include a reference to the organization being on “draw down restrictions.”

## **Notice and Disclaimer**

Awards will be determined by a review team consisting of representatives of the Florida Department of Health (DOH) and the Florida Association of Community Health Centers, Inc., based on application scores and availability of funds appropriated by the 2015 Florida legislature and federal funds available for the federal match. The receipt of applications in response to this project funding announcement does not imply or guarantee that any one or all qualified applicants will receive an award.

## **Funding**

An **estimated total amount of \$3,616,993** in **combined** state (19.75 %) \$ 714,176, local (19.74%) \$ 714,176 and federal (60.51%) low income pool (LIP) \$ 2,188,641 funds for Expanding Access to Primary Care Services awards may be available. The available state and federal LIP funds are allocated to the Agency for Health Care Administration (AHCA.)

The number of awards will be based upon the evaluation of the applications by the review panel, the amount of support requested, and the availability of funds. There is no pre-determined number of awards.

Applicants must demonstrate that matching funds for the project are committed from local government sources. Local cash matching funds must match state general revenue funds on a dollar for dollar basis. Failure on the part of local governments to execute a Letter of Agreement and provide required matching local funds to the Agency for Health Care Administration (AHCA) will result in cancellation of the award. The Letter of Agreement is initiated by AHCA. Local matching funds will be submitted directly to AHCA. State matching funds, appropriated through general revenue, along with the local match funds will be used to draw down federal Medicaid funding. State and local (cash) matching funds combined must meet the rate of 39.49 percent **(rate subject to change)**, (19.74% State match and 19.74% local match) of the total project funding, or the current Medicaid funding rate as determined by the Centers for Medicare and Medicaid Services.

Invoices and project reports are submitted to the Department of Health and payments are issued by AHCA.

Local **cash** match from an eligible source is required. In accordance with policies and procedures by the Centers for Medicare and Medicaid Services, the local cash match requirement must be satisfied through tax derived funds or tax revenues intended for use for health care benefits or services. Local cash match funds must be **non-federal dollars (unacceptable match: LIP funds, HRSA grant funds.)** Local cash match funds must be specific to the project. Evidence of local cash match must be provided (letter of commitment.)

***The award resulting from this application shall be from July 1, 2015 or the date of the award letter, whichever is later, and ending June 30, 2016. Awards (excluding renovation/construction awards) made through this application may be renewed for an additional two (2) years contingent upon program performance and availability of funding.***

All correspondence related to payments and audits of the awarded health centers should be addressed to Lecia Behenna at: [lecia.behenna@ahca.myflorida.com](mailto:lecia.behenna@ahca.myflorida.com)

Mailing Address:

Agency for Health Care Administration

2727 Mahan Drive

Tallahassee, Florida 32308

## **Definitions**

- **FTE** – Full-time Equivalent
- **Health Benefits** – services and/or activities resulting from implementation of the project that promote improved health status outcomes, and increased access to primary and preventive care services. Examples could include extended clinic hours, new diabetes education classes, or increased access to mental health services.
- **Health Status Outcomes** – measurable indicators of the health status of the target population. Examples include Body Mass Indexes, weight, immunization rates, HIV testing and counseling, Sexually Transmitted Disease screening rates, Healthy Start screening rates, average HbA1c for diabetic clients; blood pressure measurement, etc.
- **In-kind Contributions** – Non-cash contributions made in the form of goods and services.
- **Total Target Population-** The total medically underserved population within the health center service area in need of services. **Example:** *Approximately 10,000 medically underserved children age 0-18 reside in the Sunshine Health Center service area and do not currently have access to care and are identified as needing services.*
- **Project Target Population-** The number of clients from the total target population the proposed project will serve. The project target population is a subset of the *total target population*. **Example:** *Approximately 3,000 of the 10,000 medically underserved children age 0-18 residing in the Sunshine Health Center service area and identified as being in need of pediatric health care are projected to be able to receive services through this proposed project.*

## **Program Requirements**

Increase availability of primary care services for indigent and uninsured persons and to expand access to primary health care (including dental and mental health) in Florida by funding section 330 federally qualified health centers to:

- Develop new services sites;
- Expand the number of individuals served at existing service sites;
- Add additional services for existing client caseload; and/or
- Develop community emergency room diversion programs. Diversion programs shall include case management for emergency room follow-up care.

For a service project, services shall be available to the target population within 90 days of the date of the award letter. For renovation/construction projects, renovation shall begin within 60 days and construction shall begin within 180 days of the date of the award letter.

Applicants must provide comprehensive primary and preventive health services in compliance with federal laws and must meet the requirements outlined in s.409.91255, Florida Statutes (Attachment 4).

## **Use of Funds**

Funds **shall** be used for operating costs of an expansion in client caseloads or services, or for capital improvement (construction or renovation) projects.

Funds **may not** be used for treatment provided by a referral specialty care provider; inpatient hospital care; or the purchase of property for construction or renovation projects. Funds **may not** be used to offset or replace lost funds for existing services.

## **Submission of Application**

Applications must be received by close of business 5:00 PM, Friday, May 15, 2015.

Applicants are required to submit one (1) original and nine (9) unbound or clipped (not stapled) copies and one (1) electronic copy on CD of the application and all supporting documents. The original application must be signed by an individual authorized to act for the applicant organization and to assume for the organization the obligations imposed by the terms and conditions of the grant. *Please do not separate application sections with tabbed dividers.*

Applications may be sent by U.S. Mail, Courier, or hand-delivered to the location as identified in the timeline and must be submitted in a sealed envelope. It is the responsibility of the applicant to assure its application is submitted at the place and time indicated in the timeline. Late applications will not be accepted.

### **For U.S. Mail:**

Florida Department of Health  
Debbie Reich, Program Administrator  
4052 Bald Cypress Way Bin A05

### **For Overnight Shipping or Hand Delivery:**

Florida Department of Health  
Debbie Reich, Program Administrator  
4052 Bald Cypress Way Bin A05 Room 105P

**Evaluation of Applications**

Applications will be reviewed on their own merits. Each response will be evaluated based on the criteria and point system delineated in Attachment 3. The scores of each member of the Evaluation Team will be averaged to determine the pre-negotiation scoring. The Evaluation Team shall be established as outlined in s. 409.91255, Florida Statutes (Attachment 4).

**Awards**

The Department of Health reserves the right to negotiate revisions to proposed projects and negotiate final funding prior to issuance of award letters. Awards will be posted on the Department of Health, Health Professional Shortage Designations website at: [Florida Primary Care Office Health Professional Shortage Designations HPSA](#) .

**Post Award Requirements**

Acceptance of the award constitutes the recipient's agreement with the conditions of award agreement.

Award recipients will be required to provide an annual financial report on project expenditures and provide (quarterly) data relating to the various initiatives. Examples include: ER Diversion – number of clients diverted from an emergency room to a clinic prior to receiving services; number referred for follow-up after treatment in an emergency room; Clinic/Service Expansion – number of new clients; number of encounters; additional hours of operation provided by the clinic.

In addition, awarded construction or renovation projects will require the signing and recording of a Lien and Security Agreement (Attachment 5), that grants to the state a security interest in the property for at least 5 years from the date of completion of construction or renovation or as further required by law.

**Format and Application Requirements**

- Title Page – Project Funding Request (Attachment 1)
- Table of Contents
- Project Narrative
- Budget Detail form (Attachment 2) and Budget Justification Narrative. The budget justification narrative should use the budget categories contained in the Budget Detail form and provide sufficient detail to explain the amounts requested. The narrative should include a description of all resources, including cash, in-kind voluntary, or other resources that will be dedicated to the project.
- Letter of commitment of local cash match (must include amount of match)
- Appendices to Project Narrative

## **Project Narrative Description (Template)**

### ***Project Summary/Abstract***

Provide a brief summary description of the proposed project. Include the facility name, address and days and hours of operation for the proposed project.

Example: "This application is for an emergency room diversion program to operate at the Orangeville Clinic of Sunshine Health Centers, Inc., located at 1786 Florida Avenue, Orange City, Florida. Funding for this project will allow for expanded hours to include Thursday and Friday evenings 5-9 pm and Sunday afternoons from 1-6pm. Funding is requested for 2 FTE physicians and supporting staff and equipment necessary to operate the after-hours and weekend clinic."

### ***Statement of Need***

- a. Identify/describe both the *total and project target populations* and the need for health services. (See Definitions of *total and project target population*.)
- b. Identify the *health benefits* to be provided to the *project target population*. (See Definitions)
- c. Provide the current 12 month baseline client data only as it relates to the target population to be addressed by this proposed project. *This may be zero for new services. Example: If this is a pediatric project please provide your current pediatric client caseload data; if it is a dental project, please provide dental client caseload data, etc.*

☐ Number of current unduplicated clients

☐ Number of current encounters

Time Period: From            to  
                                    Month    Year

### ***Program Plan***

- a. Identify the projected number of new, unduplicated clients for which current services will be expanded and the projected number of client encounters; or identify the new services to be provided and the number of existing, unduplicated clients to receive those services and the number of client encounters, as a result of this project.

#### **CLIENT EXPANSION:**

Number of new, unduplicated clients ☐

Number of encounters ☐

Encounters per client ☐

#### **SERVICE EXPANSION:**

Number of unduplicated clients ☐

Number of encounters ☐

Encounters per client ☐

#### **CONSTRUCTION/RENOVATION**

Number of new, unduplicated clients ☐

Number of encounters ☐



Encounters per client ☐

What is the percent of the total target population that will be served by the proposed project?  
\_\_\_\_\_ %

- b. Use the table below to identify the type and number of clinical staff and FTEs assigned to the proposed project. Mark with an 'X' in the appropriate box to indicate if the staff is **Existing** or **New** to the proposed project.

Type of Clinical Staff	# of FTEs	Existing	New
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

- c. List the type and cost of equipment to be purchased with these funds.

Type	Cost
	\$ <input type="checkbox"/>
	\$ <input type="checkbox"/>
	\$ <input type="checkbox"/>
	\$ <input type="checkbox"/>

- d. Health Status Outcomes: Data and Measurement (See Definitions)

- List the health status outcomes to be improved through the delivery of services and how the improvements will be measured. *Health status outcomes are measurable indicators of the health status of the target population. Examples: Pediatric BMI's, weight, immunization rates, HIV testing and counseling, STD screening rates, Healthy Start screening rates, average HbA1c for diabetic clients; blood pressure measurement, etc.*
- Describe how cost effectiveness and overall achievement of project goals will be determined. *Example: Cost per client; cost per encounter; number of clients served*
- Describe current participation in any health disparities collaborative(s) and how participation in the collaborative(s) will be applied to the proposed project to reduce disparities and improve health status outcomes.
- Include a schedule of service start-up activities. Note: For service projects, it is expected that services will be available to the target population within 90 days of the date of the award letter.

- e. Provide a copy of current sliding fee scale.

- f. For construction/renovation projects: Mark with an 'X' whether this project is requesting funds for construction of a:

☐ New facility

- ☐ Renovation of an existing facility
- ☐ Purchase of major equipment
- ☐ Addition to an existing facility

- g. Is there, or will there be, an outstanding mortgage? Yes ☐ No ☐ If yes, provide documentation of the current appraised value less any outstanding loans, liens, etc.
- h. Include a schedule of construction activities including a timeline for completion of the entire project, from planning to occupancy. **Note:** For a renovation/construction project, the awardee shall grant to the state a security interest in the real property at least to the amount of state funds provided for at least 5 years from the date of completion of the construction/renovation. As a condition of receipt of state funding for this purpose, the awardee agrees that, if it disposes the property before the Department's interest is vacated, the awardee will refund the proportionate share of the state's initial investment, as adjusted for depreciation. Renovation will begin within 60 days and construction will begin within 180 days of the date of the award letter.

### **Quality Improvement**

- Describe how proposed project services will be incorporated into the existing quality improvement program.
- Describe the client satisfaction system currently in place.
- Describe the provision of case management and enabling services, twenty-four (24) hour coverage and hospital admissions.

**Appendices** - All appendices must be clearly referenced and support elements of the narrative.

# ATTACHMENT 1

## TITLE PAGE PROJECT FUNDING REQUEST FY 2015-2016 FLORIDA DEPARTMENT OF HEALTH FEDERALLY QUALIFIED HEALTH CENTER EXPANSION ACT

<b>PROJECT INFORMATION</b>									
<b>Project Title</b> <input type="checkbox"/> <b>Client/Service Expansion</b> <input type="checkbox"/> <b>Construction/Renovation</b>									
<b>Health Center Name</b>	<b>County</b>								
<b>Address</b>	<b>Area or Population HPSA Score</b>								
<b>Medicaid Locator/Identifier Number for Project</b>	<b>Comprehensive Health Center HPSA Score</b>								
<b>PROJECT CONTACT INFORMATION</b>									
<b>Contact Name</b>	<b>Title</b>								
<b>Address</b>									
<b>Phone Number</b>	<b>Fax Number</b>								
<b>Email</b>	<b>Federal ID Number</b>								
<b>Funding Requested</b>									
State Match <b>(19.75%)</b>									
Local Match <b>(19.75%)</b>									
Federal Medicaid Match <b>(60.15%)</b>									
<b>Total Project Funding Requested</b>									
<p><i>This application must be signed and dated by an authorized representative of the applicant:</i></p> <table border="0"> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Name/Printed</td> <td>Title</td> </tr> <tr> <td>_____</td> <td>_____</td> </tr> <tr> <td>Signature</td> <td>Date</td> </tr> </table>		_____	_____	Name/Printed	Title	_____	_____	Signature	Date
_____	_____								
Name/Printed	Title								
_____	_____								
Signature	Date								

**ATTACHMENT 2  
BUDGET DETAIL  
July 2015-June 2016**

Statement of Revenues and Expenses	
<b>GRANT REVENUE</b>	
Local Match (19.75%)	
State Match (19.75%)	
Federal Match (60.15%)	
Total Grant Revenue	
<b>GRANT EXPENSES</b>	
Salary & Wages	
Benefits	
Supplies	
Equipment	
Contractual	
Construction	
Other	
Total Grant Expenses	
Unduplicated Clients	
Cost Per Client	
Encounters	
Cost Per Encounter	

Total In-Kind, Voluntary, or Other Contributions:\_\_\_\_\_

**BUDGET JUSTIFICATION NARRATIVE:**

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### ATTACHMENT 3

#### EVALUATION TEAM CRITERIA – CLIENT/SERVICE EXPANSION

Applicant Name \_\_\_\_\_

REVIEW CRITERIA	MAXIMUM POINTS	POINTS AWARDED
<b>Target Population and Health Benefits to be Provided</b>	<b>35</b>	
Target population to be served is identified.	5	
Health benefits to be provided are identified.	5	
Number of clients to be served and projected client encounters are identified and meet a significant portion of the identified need. <i>Project Target Population vs. Total Target Population</i>	10	
Proposed clinical staff is adequate to meet the needs of the targeted population.	5	
Current baseline client data provided.	5	
Copy of current sliding fee scale provided.	5	

**Total Points for Population and Health Benefits** \_\_\_\_\_

#### **Project Outcomes**

**25**

Health status outcomes to be improved through the delivery of services are identified.	5	
Health status outcomes to be improved through the delivery of services are measurable.	5	
The project addresses how cost effectiveness will be measured.	5	
The project addresses how achievement of overall project goals will be measured.	10	

**Total Points for Project Outcomes** \_\_\_\_\_

**REVIEW CRITERIA**  
(Client/Service Expansion)

**MAXIMUM  
POINTS**

**POINTS  
AWARDED**

**Internal Quality Improvement**

**10**

The identified quality improvement system is adequate.	5	
Client satisfaction measures are included and provide the information necessary to make improvements to the service delivery system.	5	

**Total Points for Internal Quality Improvement** \_\_\_\_\_

**Budget**

**30**

The project narrative supports the budget narrative and line item budget costs. The line item budget costs are appropriate and reasonable.	20	
Evidence of secured (acceptable) local match provided.	10	

**Total Points for Budget** \_\_\_\_\_

**Preference Criteria**

**10**

HPSA score less than or equal to 15 or IMU greater than 50 and less than or equal to 62	4	
HPSA score greater than or equal to 16 or IMU less than or equal to 49	6	

**Total Points for Preference Criteria** \_\_\_\_\_

**TOTAL POINTS AWARDED** \_\_\_\_\_

\_\_\_\_\_  
Evaluation Team Member Signature

\_\_\_\_\_  
Date

## EVALUATION TEAM CRITERIA – CONSTRUCTION OR RENOVATION

Applicant Name \_\_\_\_\_

REVIEW CRITERIA	MAXIMUM POINTS	POINTS AWARDED
<b>Target Population and Health Benefits to be Provided</b>	<b>45</b>	
Target population to be served is identified.	5	
Health benefits to be provided are identified.	5	
Number of new clients to be served and projected client encounters are identified and meet a significant portion of the identified need. <i>Project Target Population vs. Total Target Population</i>	10	
Proposed clinical staff is adequate to meet the needs of the targeted population.	5	
Current baseline client data provided.	5	
Copy of current sliding fee scale provided.	5	
Health Benefits include access to emergency room diversion and medical home establishment; evening and weekend hours and or access to new services (i.e. health disparity projects; increased dental or behavioral health services).	10	

**Total Points for Population and Health Benefits** \_\_\_\_\_

<b>Project Outcomes</b>	<b>25</b>	
Health status outcomes to be improved through the delivery of services are identified.	5	
Health status outcomes to be improved through the delivery of services are measurable.	5	
The project addresses how cost effectiveness will be measured.	5	
The project addresses how achievement of overall project goals will be measured.	10	

**Total Points for Project Outcomes** \_\_\_\_\_

**REVIEW CRITERIA  
(Construction/Renovation)**

**MAXIMUM  
POINTS**

**POINTS  
AWARDED**

**Internal Quality Improvement**

**10**

The identified quality improvement system is adequate.	5	
Client satisfaction measures are included and provide the information necessary to make improvements to the service delivery system.	5	

**Total Points for Internal Quality Improvement** \_\_\_\_\_

**Budget**

**30**

A complete project budget narrative and line-item budget is provided which adequately reflects all of the costs and sources of funding for the project.	10	
The schedule of construction activities is completed, adequately reflecting the steps necessary to complete the project and sufficient resources are available to accommodate any increased operating and maintenance costs associated with the improved facility.	10	
Evidence of secured (acceptable) local match provided.	10	

**Total Points for Budget** \_\_\_\_\_

**Preference Criteria**

**10**

HPSA score less than or equal to 15 or IMU greater than 50 and less than or equal to 62	4	
HPSA score greater than or equal to 16 or IMU less than or equal to 49.	6	

**Total Points for Preference Criteria** \_\_\_\_\_

**TOTAL POINTS AWARDED** \_\_\_\_\_

\_\_\_\_\_  
Evaluation Team Member Signature

\_\_\_\_\_  
Date



## ATTACHMENT 4

### Chapter 409 SOCIAL AND ECONOMIC ASSISTANCE

#### **409.91255 Federally qualified health center access program.--**

(1) SHORT TITLE.--This section may be cited as the "Community Health Center Access Program Act."

(2) LEGISLATIVE FINDINGS AND INTENT.--

(a) The Legislature finds that, despite significant investments in health care programs, more than 2 million low-income Floridians, primarily the working poor and minority populations, continue to lack access to basic health care services. Further, the Legislature recognizes that federally qualified health centers have a proven record of providing cost-effective, comprehensive primary and preventive health care and are uniquely qualified to address the lack of adequate health care services for the uninsured.

(b) It is the intent of the Legislature to recognize the significance of increased federal investments in federally qualified health centers and to leverage that investment through the creation of a program to provide for the expansion of the primary and preventive health care services offered by federally qualified health centers. Further, such a program will support the coordination of federal, state, and local resources to assist such health centers in developing an expanded community-based primary care delivery system.

(3) ASSISTANCE TO FEDERALLY QUALIFIED HEALTH CENTERS.--The Department of Health shall develop a program for the expansion of federally qualified health centers for the purpose of providing comprehensive primary and preventive health care and urgent care services that may reduce the morbidity, mortality, and cost of care among the uninsured population of the state. The program shall provide for distribution of financial assistance to federally qualified health centers that apply and demonstrate a need for such assistance in order to sustain or expand the delivery of primary and preventive health care services. In selecting centers to receive this financial assistance, the program:

(a) Shall give preference to communities that have few or no community-based primary care services or in which the current services are unable to meet the community's needs.

(b) Shall require that primary care services be provided to the medically indigent using a sliding fee schedule based on income.

(c) Shall allow innovative and creative uses of federal, state, and local health care resources.

(d) Shall require that the funds provided be used to pay for operating costs of a projected expansion in patient caseloads or services or for capital improvement projects. Capital improvement projects may include renovations to existing facilities or construction of new facilities, provided that an expansion in patient caseloads or services to a new patient population will occur as a result of the capital expenditures. The department shall include in its standard contract document a requirement that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor granting to the state a security interest in the property at least to the amount of the state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law.

The contract must include a provision that, as a condition of receipt of state funding for this purpose, the contractor agrees that, if it disposes of the property before the department's interest is vacated, the contractor will refund the proportionate share of the state's initial investment, as adjusted by depreciation.

(e) May require in-kind support from other sources.

(f) May encourage coordination among federally qualified health centers, other private sector providers, and publicly supported programs.

(g) Shall allow the development of community emergency room diversion programs in conjunction with local resources, providing extended hours of operation to urgent care patients. Diversion programs shall include case management for emergency room followup care.

(4) EVALUATION OF APPLICATIONS.--A review panel shall be established, consisting of four persons appointed by the State Surgeon General and three persons appointed by the chief executive officer of the Florida Association of Community Health Centers, Inc., to review all applications for financial assistance under the program. Applicants shall specify in the application whether the program funds will be used for the expansion of patient caseloads or services or for capital improvement projects to expand and improve patient facilities. The panel shall use the following elements in reviewing application proposals and shall determine the relative weight for scoring and evaluating these elements:

(a) The target population to be served.

(b) The health benefits to be provided.

(c) The methods that will be used to measure cost-effectiveness.

(d) How patient satisfaction will be measured.

(e) The proposed internal quality assurance process.

(f) Projected health status outcomes.

(g) How data will be collected to measure cost-effectiveness, health status outcomes, and overall achievement of the goals of the proposal.

(h) All resources, including cash, in-kind, voluntary, or other resources that will be dedicated to the proposal.

(5) ADMINISTRATION AND TECHNICAL ASSISTANCE.--The Department of Health may contract with the Florida Association of Community Health Centers, Inc., to administer the program and provide technical assistance to the federally qualified health centers selected to receive financial assistance.

**History.**--s. 1, ch. 2002-289; s. 19, ch. 2004-297; s. 58, ch. 2008-6.

**ATTACHMENT 5**  
**LIEN AND SECURITY AGREEMENT**

**THIS LIEN AND SECURITY AGREEMENT** ("Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, by and between \_\_\_\_\_ ("Debtor"), a Florida not-for-profit corporation, whose address is \_\_\_\_\_ and the State of Florida, Department of Health ("Secured Party"), whose headquarters are located at \_\_\_\_\_, Tallahassee, Florida 32399-1734.

**RECITALS**

A. The Debtor and Secured Party have contemporaneously herewith entered into a Contract under which the Debtor shall receive from the Secured Party the sum of Dollars (\$) \_\_\_\_\_ appropriated by the Florida State Legislature in Item \_\_\_\_\_ of the Appropriations Act, Chapter \_\_\_\_\_, Laws of Florida, ("Appropriation").

B. The Appropriation is specifically conditioned upon the Debtor using the funds appropriated to construct a \_\_\_\_\_ and further requires the Debtor to grant the Secured Party a security interest in the property where the improvements are to be made for a period of at least five (5) years from the date of completion of the construction in order to assure that the funds are utilized as intended.

C. As a condition to its receipt of the Appropriation from the Secured Party, the Debtor has agreed to grant a security interest in all of its property described herein to the Secured Party for a period of five (5) years from completion of the intended \_\_\_\_\_.

**NOW, THEREFORE**, the parties hereto covenant and agree as follows:

1. Lien and Security Interest. The Debtor hereby grants to and creates in favor of the Secured Party a security interest and lien in and to the following described property (hereinafter referred to as the "Collateral"):

(a) That real property described in Exhibit "A" hereof.

(b) All inventory and equipment purchased with the Appropriation or owned by the Debtor and used in connection with the \_\_\_\_\_ to be located at \_\_\_\_\_.

2. Security for Debtor's Obligations under the Appropriation. The security interest and lien in the Collateral granted to the Secured Party herein shall secure the performance of the Debtor under the Contract referenced herein, shall secure the Debtor's obligation to use the Appropriation for the construction of a \_\_\_\_\_ as outlined in that letter agreement ("Letter Agreement") dated \_\_\_\_\_, to \_\_\_\_\_, and signed by \_\_\_\_\_ on behalf of the Debtor and by \_\_\_\_\_ on behalf of the Secured Party, shall secure the Debtor's obligation to operate the anticipated \_\_\_\_\_ in the

manner described in the Letter Agreement for at least five (5) years from the date it is completed, and shall secure the Debtor's obligation to repay to the Secured Party the entire \$\_\_\_\_\_ appropriated, plus interest, fees, and expenses should Debtor fail to abide by the conditions of the Appropriation or the obligations stated or referenced herein, which obligations ("Obligations") are hereby restated and made a part of the representations and warranties of this Agreement.

3. Representations and Warranties. The Debtor represents and warrants as follows:

(a) The Debtor owns good and marketable title to the Collateral;

(b) The Debtor has the authority to grant the security interest in and lien on the Collateral to the Secured Party in the manner provided herein, the Debtor has taken all necessary actions to deliver and perform under this Agreement, and this Agreement and Obligations constitute legal, valid, and binding obligations of the Debtor, enforceable in accordance with their terms;

(c) This Agreement creates a valid lien and security interest in all of the Collateral and secures the performance of the Obligations; and

(d) The Debtor's grant of a security interest and lien in the Collateral to the Secured Party herein will not violate any other agreement to which the Debtor is a party.

5. Further Assurances.

(a) The Debtor agrees that from time to time, at its expense, the Debtor will promptly execute and deliver all further instruments and documents, and take all further action that may be necessary or desirable, or that the Secured Party may request, in order to perfect and protect the security interest and lien in the Collateral granted or purported to be granted herein or to enable the Secured Party to exercise and enforce its rights and remedies hereunder. Without limiting the generality of the foregoing, the Debtor will execute and file such financing or continuation statements or amendments thereto, and such other instruments or notices, as may be necessary or desirable, or as the Secured Party may request, and, if appropriate, indicate the security interest and lien created hereby on certificates of title or in official records with respect to any of the Collateral or deliver possession of any necessary documents to the Secured Party, in order to perfect and preserve the security interest and lien granted or purported to be granted hereby.

(b) The Debtor shall record this Agreement, at Debtor's expense, in the official records of \_\_\_\_\_ County, Florida, for perfection of a lien on the real property described in Exhibit "A" hereof and to file one or more financing or continuation statements, and amendments thereto, relating to all or any part of the Collateral.

6. Actions Affecting the Collateral.

(a) The Debtor shall at its expense:

(i) Cause the Collateral to be maintained and preserved in good condition, repair, and working order, ordinary wear and tear excepted, and shall forthwith make or cause to be made all repairs, replacements, and other improvements to the

Collateral in case of any loss or damage to the Collateral. The Debtor shall promptly give notice to the Secured party of any loss or damage to any of its Collateral;

(ii) Defend the title to the Collateral against all persons and against all claims whatsoever;

(iii) Pay promptly when due all property and other taxes, assessments, and governmental charges or levies imposed upon, and all claims (including claims for labor, materials, and supplies) against any of the Collateral except to the extent the validity thereof is being contested in good faith;

(v) Permit the Secured Party to inspect and have access to any of the Collateral and any records, books, documents, or instruments relating to the Collateral and to furnish to the Secured Party, at its request, any and all information which the Debtor may have with respect to the Collateral.

(b) The Debtor shall not, without the prior written consent of the Secured Party, (i) sell, assign (by operation of law or otherwise), or otherwise dispose of any of the Collateral, or (ii) create or suffer to exist any lien, security interest, or other charge or encumbrance upon or with respect to any of the Collateral, except for encumbrances that existed prior to the Obligations, the assignment and security interest created by this Agreement, and the granting of inferior security interests. The Debtor further agrees not to increase or take any future advances on any encumbrance that existed prior to the date of the Obligations without the prior written consent of the Secured Party.

7. The Secured Party's Duties. The powers conferred on the Secured Party hereunder are solely to protect its interest in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral in its possession and the accounting for monies actually received by it hereunder, the Secured Party shall have no duty as to any collateral or as to the taking of any necessary steps to preserve its rights against other parties or any other rights pertaining to any Collateral.

8. Events of Default. The Debtor shall be in default under this Agreement upon the happening of any of the following:

(a) The Debtor fails to use the Appropriation to construct a \_\_\_\_\_ as outlined in the Letter Agreement;

b) The Debtor fails to operate the anticipated \_\_\_\_\_ in the manner described in the Letter Agreement for at least five (5) years from the date it is completed;

c) The Debtor fails to abide by the terms or conditions of the Appropriation or any of the Obligations, which Obligations include the terms and conditions of this Agreement;

(d) Any representation or warranty made or furnished to the Secured Party by or on behalf of the Debtor or in connection with this Agreement proves to have been false or misleading when made.

(e) Any of the Collateral deteriorates, is impaired or declines in character or value such that the Secured Party in its reasonable judgment determines that the Collateral does not adequately secure the obligations; or

(f) There shall be any execution or levy on, or any seizure or attachment of, or the institution of any proceeding for foreclosure of any lien against or for any forced sale or forfeiture of all or any part of the Collateral.

9. Consequences of Default. Whenever the Debtor shall be in default under this Agreement pursuant to Paragraph 8 hereof the Secured Party shall have the right to exercise any or all of the following rights:

(a) The Secured Party shall have the right to declare the \$\_\_\_\_\_ in Appropriation funds received by the Debtor, plus interest at the statutory rate from the time of the Debtor's receipt thereof, and fees and expenses incurred by the Secured Party in the enforcement of this Agreement, to be immediately due and payable without notice or demand on the Debtor, which notice or demand are hereby expressly waived by the Debtor, and upon the making of any such declaration, the entire amount shall become immediately due and payable;

(b) The Secured Party may enforce its security interest in the Collateral to collect the \$\_\_\_\_\_ plus interest, fees and expenses, through foreclosure proceedings, self-help, or any other manner allowed by law;

(c) Upon the Secured Party's request, the Debtor shall immediately assign and transfer to the Secured Party any portion or all of the Collateral. The form of such assignment shall be in writing as the Secured Party may prescribe;

(d) The Secured Party shall have the right to enter upon any premises where the Collateral is located and take possession of the Collateral, or render it unusable, without demand or notice and without prior judicial hearing or legal proceedings, which the Debtor hereby expressly waives. If the Secured Party shall so require, the Debtor shall assemble any and all Collateral (and books, documents, and other records evidencing or relating to any of the Collateral) as directed by the Secured Party and make them available to the Secured Party at a place or places to be designated by the Secured Party which is reasonably convenient to all parties;

(e) The Secured Party shall have the right and is hereby expressly authorized by the Debtor to sell or make any other reasonable disposition of all or any part of the Collateral that is personal property without the use of any judicial process or proceeding. Such Collateral may be sold by the Secured Party at any public or private sale, without prior notice to the Debtor except as specified below, in any commercially reasonable manner at any time. The Secured Party and the Debtor hereby agree that, to the extent notice of sale shall be required by law, if notice to the Debtor of the time and place of any public sale or the time after which any private sale is to be made is mailed, postage prepaid, to the address of the Debtor set forth in this Agreement seven (7) days before the time of sale or disposition, such notice shall constitute reasonable notification. The Secured Party shall not be obligated to make any sale of such Collateral regardless of notice of sale having been given. The Secured Party may adjourn any public or private sale from time to time by announcement at the time and place fixed therefore, and such sale may, without further notice, be made at the time and place to which it was so adjourned;

(f) The Secured Party may exercise, in addition to any rights and remedies provided for herein or otherwise available to it as a secured party under applicable statutes

and laws, all of the rights and remedies of a secured party upon default under the Uniform Commercial Code of the State of Florida (regardless of whether such Code applies to the affected Collateral); and

(g) All cash proceeds received by the Secured Party in respect of any sale of, collection from, or other realization upon all or any part of the Collateral and all payments made in respect of the Collateral and received by the Secured Party may, in the discretion of the Secured Party, be held by the Secured Party as collateral for the \$\_\_\_\_\_, plus interest, costs and fees, or may be applied (after payment to the Secured Party of the reasonable expenses, including attorneys' fees and legal expenses, incurred by the Secured Party in retaking, foreclosing, collecting, selling, or disposing of the Collateral) at any time in whole or in part by the Secured Party against all or any part of the Obligations in such order as the Secured Party shall elect. Any surplus of such payments held by the Secured Party and remaining after payment in full of all of the Obligations shall be paid over to the Debtor or to whomsoever may be lawfully entitled to receive such surplus. The Debtor shall remain liable for any obligations remaining unpaid.

10. Expenses. The Debtor agrees to pay upon demand to the Secured Party the amount of any and all reasonable expenses, including the fees and expenses of the Secured Party's counsel and of any experts and agents, which the Secured Party may incur in connection with the administration of this Agreement, the custody or preservation of or the collection from or other realization upon, any of the Collateral, the exercise or enforcement of any of the rights of the Secured Party hereunder, or the failure by the Debtor to perform or observe any of the provisions hereof.

11. No Waiver or Amendment. Neither party shall be deemed to have waived any rights hereunder, and no waiver of any rights shall be effective unless such waiver is in writing and signed by the party against whom such waiver shall operate. No delay or omission in exercising any right hereunder shall operate as a waiver thereof or of any other right. A waiver upon any one (1) occasion shall not be construed as a bar or a waiver of any right or remedy on any future occasion. All of the rights and remedies of the Secured Party, whether evidenced hereby or by another agreement, instrument, or document or given by statute or rule of law, shall be cumulative and may be exercised singly or concurrently. This Agreement may not be amended, modified, or discharged in whole or in part orally, but only by an agreement in writing signed by the parties hereto. No course of dealing between any persons shall be deemed effective to amend, modify, or discharge any part of this Agreement.

12. Secured Interests Absolute. All of the rights of the Secured Party hereunder and all of the obligations of the Debtor hereunder shall be absolute and unconditional, regardless of (i) any change in the time, manner, or place of payment or in any other term of any or all of the Obligations, or any other amendment or waiver of or consent to any departure from the terms or conditions of the Obligations, (ii) any exchange, release, or non-perfection of any other collateral or security provided for the Obligations, or (iii) any release or amendment or waiver of or consent to departure from any guaranty provided for any or all of the Obligations. The execution and delivery of this Agreement shall not impair or affect any other security for or guaranty of payment of the Obligations, and any security or guaranty provided to the Secured Party now or in the future for payment of the Obligations shall not impair or affect this Agreement or the security provided herein.

13. Notices. All notices to be given under this Agreement shall be in writing and shall be (i) personally delivered, or (ii) transmitted by postage prepaid, registered or certified mail, to the parties as follows:

If to the Secured Party:

If to the Debtor:

Except as otherwise specified herein, all notices and other communications shall be deemed to have been duly given on (i) the date of receipt if delivered personally or (ii) the date five (5) days after posting if transmitted by mail, whichever shall first occur. Either party may change its address for purposes hereof by notice to the other.

14. Liability to Third Persons. The Secured Party shall, in no event, be liable to the Debtor or any third person for damages of any kind, including but not limited to direct, indirect, special, or consequential damages resulting from the existence, use, or operation of the Collateral hereunder.

15. Benefits. All provisions of this Agreement shall inure to the benefit of the successors and assigns of the Secured Party and shall bind the Debtor's successors and assigns.

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Florida. Unless otherwise defined herein, terms used in the Uniform Commercial Code in the State of Florida are used herein as therein defined.

17. Severability. If any one or more of the provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect under any applicable law, the validity, legality, and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired.



18. Term. The term of this Agreement shall be from the date hereof until complete performance of all of the Obligations, which shall be no less than five (5) years from the date of the completion of the \_\_\_\_\_ referenced in the Letter Agreement.

IN WITNESS WHEREOF, the parties hereto, by their officers thereunto duly authorized, have executed and delivered this Agreement effective as of the date first above written.

\_\_\_\_\_  
\_\_\_\_\_  
Signed and delivered

in the presence of: \_\_\_\_\_ ("Debtor")

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
its: \_\_\_\_\_ As

Two witnesses (print or type names below their signatures)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ of, \_\_\_\_\_ a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as identification.

(Seal) \_\_\_\_\_  
Notary Public  
My Commission Expires:

Signed and delivered  
In the presence of:

STATE OF FLORIDA,  
DEPARTMENT OF HEALTH

\_\_\_\_\_  
By:\_\_\_\_\_

\_\_\_\_\_  
Two witnesses (print or type  
names below their signatures)

STATE OF FLORIDA  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_  
by \_\_\_\_\_ of the State of Florida, Department of Health, on behalf  
of the department. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification.

(Seal)

\_\_\_\_\_  
Notary Public  
My Commission Expires:

## ATTACHMENT 6

### APPLICATION CHECKLIST OF REQUIRED DOCUMENTS/FORMS

- ☐ Title Page – Project Funding Request (Attachment 1)
- ☐ Table of Contents
- ☐ Project Narrative
- ☐ Budget Detail and Narrative (Attachment 2)
- ☐ Commitment of Cash Match from Local Government (Letter)
- ☐ Current Discount/Sliding Fee Scale
- ☐ HRSA Notice of Grant Award
- ☐ Medicaid Locator/Identifier Number for issuance of payments (Located on Attachment 1)
- ☐ Evidence of Ownership or Minimum 10-Year Lease (Construction/Renovation Projects)
- ☐ Documentation of current appraised property value, minus outstanding loans, liens, etc. (Construction/Renovation Projects)
- ☐ Schedule (timeline) of construction/renovation activities (Construction/Renovation Projects)

\*Applicants are required to submit one (1) original and nine (9) unbound or clipped (not stapled) copies and one (1) electronic copy on CD of the application and all supporting documents.